

AFIS server will create and forward the transaction request to the existing AFIS server.

Motorola has assumed a GSM/GPRS cellular link between the wireless units and the Mobile AFIS message switch. While Motorola has assisted other customers in obtaining wireless service for Mobile AFIS applications, details of local wireless coverage may be better known within your agency. In addition, most wireless carriers require that they negotiate a contract with an end user of their service, not a third-party contractor. Thus Motorola assumes that SCSO will obtain wireless carrier service for the proposed Mobile AFIS solution.

Once the fingerprint data packet is received, the Mobile AFIS will conduct a 1:N fingerprint search against the AFIS database and send the response back to the submitting handheld device.

1.1 Proposal Benefits

The proposed Mobile AFIS solution offers the following user benefits:

The Power of Trusted Identification

- ◆ Delivers fast, accurate, reliable and easy to deploy identification
- ◆ Provides a seamless end-to-end secure MAFIS solution complete with capture, storage, transmission, and verification tools operating in a remote environment for the identification of fingerprints and facial images
- ◆ Based on nearly 80 years of wireless innovation and over 30 years of AFIS leadership

Provides Seamless Mobility to Your Agency

- ◆ Delivers a powerful and flexible identity management tool that can be configured to a wide range of communication standards such as GPRS, GSM, and 802.11b wireless LAN Networks.
- ◆ Addresses Worldwide Public Safety, Border Control and Security Requirements
- ◆ Provides personnel with access to information across commercial entities, agencies and jurisdictional boundaries.

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Mobile AFIS: Essential to Criminal Justice Applications

- ◆ Ruggedized devices, designed to meet the demands of law enforcement situations.
- ◆ Provides real-time remote access to personal information such as fingerprints, mugshots, and criminal histories or outstanding arrest warrants.
- ◆ Applicable in jails, prisons, courts and other areas where it is essential to know the identity of individuals for proper processing, adjudication or incarceration.

As a reference, Harris County, Texas has been successful with the Motorola Printrak™ Biometric Identification Solution (Printrak BIS) and chose to conduct a pilot Mobile AFIS project in late 2004. Motorola's ability to interface with the state NEC system, its ability to accommodate Harris County's requests, and its ability to upgrade have allowed Harris County to achieve the interoperability, speed, and accuracy requirements needed to make its Texas community safe.

2 Motorola Mobile Automated Fingerprint Identification System (MAFIS)

The Motorola Mobile Automated Fingerprint Identification System (MAFIS) application provides remote and timely access to fingerprints, facial images and critical information. MAFIS empowers users with the ability to rapidly identify and verify the identity of individuals while having face-to-face contact with them in the field.

The MAFIS solution provides the ability to capture both fingerprint and facial images in a remote location or mobile environment along with desired demographic information about the individual. Information can also be acquired from magnetic strips, barcodes (both 1D and 2D), and smart cards of various types of credentials or identification and travel documents.

Using the MAFIS solution, the user can verify an individual's identity by comparing or matching an individual's captured fingerprints with those on the offered credential. The user can also search the captured fingerprint against a database supported by a handheld device to attempt to establish the individual's identity.

The MAFIS solution also supports a wide range of wireless communication to include WiFi 802.11, Bluetooth, GPRS, GSM, CDMA, Tetra, ASTRO, and Mesh Networks. Utilizing this powerful communication capability MAFIS can now perform the same verification and identification functions utilizing the entire fingerprint database and be integrated with other records information associated with the individual. The system will also support inquiries based on the captured or entered demographic information.

The value of MAFIS is not only in the detection of individuals seeking to conceal their true identity, but also in the deterrence of others from attempting to do the same. Deployment of the Motorola MAFIS sends a message of vigilance and awareness. This MAFIS solution places the ability to rapidly establish the identity of an individual in the hands of the officials who have the immediate need for information; it provides the right intelligence to the right people at the right time.

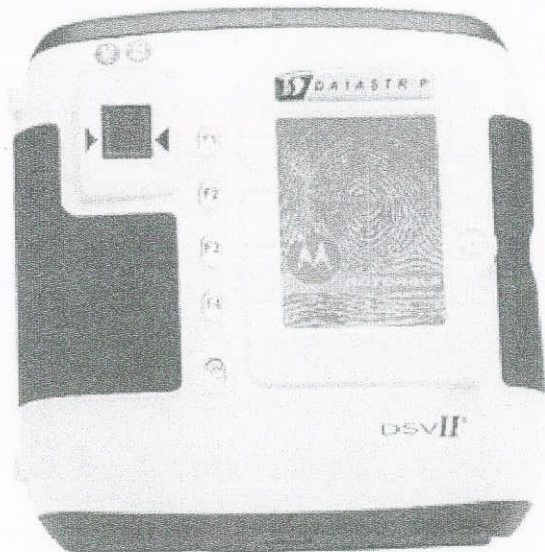


Table 1. Design Specifications for Mobile AFIS DataStrip.

FEATURE DESIGN SPEC	DATASTRIP
Physical Characteristics	
Size	7"x7x2"
Weight	3 lbs
Screen Size	3.8" Diagonal
Screen Type	Color Transflective
Touchscreen	Yes
User Input Capabilities	
On Screen Qwerty Keypad	Yes
Function Keys	Yes
Stylus	Yes
Speaker - mono	
Processor	
Processor Type	200MHz Hitachi
Microsoft Windows CE or Window Mobile PC (Pocket PC)	Windows CE
Memory	
SDRAM	64MB
Flash	64MB
Integrated Devices	
Bar Code	
2D Barcode Superscript	Add on PA Mod.
2D Barcode PDF 417	Add on PA Mod.
Smart Card	
Contact	Yes
Contactless (RFID)	Yes
Fingerprint Sensor	
Capacitive	500 ppi
Wired Interfaces (External)	
Serial	1
USB	2
Compact Flash Port	1
Integrated Wireless	
Local	
Wireless LAN (802.11b)	Yes
Bluetooth	Yes
Battery Performance	
Battery	2 Li-Polymer
Accessories	
Desktop Docking Cradle	
Single Unit	Yes

3 Solution Pricing

Motorola proposes the equipment, software, and services described in Table 1:.

Table 1: Solution Pricing for Shelby County Sheriff's Office.

BASE PROPOSAL		
Quantity	Description	Price
1	Mobile AFIS Upgrade: ♦ Data Gateway Services (DGS) ¹ <ul style="list-style-type: none"> ○ Printrak DGS Software Licenses for Up to 5 remote Mobile Handheld Devices ○ Data Gateway Server ○ Mobile AFIS Gateway Server License (1-5 units) ♦ Attachmate Network Security Services <ul style="list-style-type: none"> ○ Attachmate SW License (3rd party SW license) ○ Attachmate Client SW License (3rd party SW License of up to 5 clients) ○ Attachmate Server ♦ Professional Services: <ul style="list-style-type: none"> ○ Project Management ○ Systems Engineering, Integration & Test ○ Equipment Delivery and Installation ○ Training 1 Year Warranty	\$209,310
4	Identix RDT4 – Mobile Handheld Units <ul style="list-style-type: none"> ♦ Vehicle Charger ♦ Bluetooth client module ♦ Motorola Mobile AFIS Software installed on vehicle laptop ♦ Attachmate Client License installed on vehicle laptop 	\$12,600
1	LabCal Be.U Mobile – Mobile Handheld Unit <ul style="list-style-type: none"> ♦ Vehicle Charger ♦ 802.11g client module ♦ Motorola Mobile AFIS Software installed on device ♦ Attachmate Client License installed on device 	\$3,920
	Strategic Discount	<\$30,830>
	Net Base Proposal Total:	\$195,000

¹ Additional Data Gateway Services licensing will be required if more than 5 handheld devices are added to the configuration. Please note that mobile search transactions may impact performance of existing latent and tenprint transactions. Additional matching horsepower can be purchased as the number of mobile searches increases.

Quoted pricing includes the following services:

- ◆ Shipping Carriage Paid To (CPT) Memphis, Tennessee
- ◆ Upon completion of a Technical Document Package² that has been co-signed by SCSO and Motorola, the Motorola Project Manager will release a delivery schedule
- ◆ Equipment installation and integration testing
- ◆ User documentation and on-site workstation operator training
- ◆ Warranty as specified in the attached Product Agreement

3.1 Assumptions and SCSO Responsibilities

In developing this proposal, Motorola has made the following assumptions:

- ◆ Any Mobile AFIS mobile units included with this proposal will submit search requests directly to the SCSO BIS.
- ◆ No additional matching capacity will be required to support the mobile units included with this proposal.
- ◆ SCSO will provide:
 - Communications infrastructure for the Mobile AFIS components.
 - Power and network infrastructure for the additional components.

² Technical Document Package includes the Requirements Document. Inasmuch as the proposal and Requirements Document conflict, the Requirements Document shall govern. Any changes in configuration, performance, assumptions as listed herein, or the functionality from that described in the Proposal may impact both price and schedule offered by Motorola. If applicable, additional documents, *e.g.*, Interface Control Document(s), Factory Acceptance Test (FAT), Site Acceptance Test (SAT), etc., will be assumed approved if there is no response from the Customer within two (2) weeks of submission for review and approval.

4 Terms and Conditions

Additional engineering effort by Motorola beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the agency's database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer. Motorola assumes that organizations requesting these utilities have advanced programming expertise and will assume all responsibility for the deployment and support of the final application.

Motorola reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however, such equipment is unavailable, Motorola will make its best effort to provide a suitable replacement.

Prior to the expiration of the warranty for the above equipment, Motorola's Customer Support Organization will contact you to review continued maintenance and support options available for the first year. This support will be created to meet your site's support needs and will be renewable annually thereafter in accordance with Motorola's Maintenance and Support Agreement.

Purchase orders should be sent to Motorola by facsimile or United States mail. Please direct all order correspondence, including Purchase Order, to:

Raffie Beroukhim
Motorola, Inc.
1250 North Tustin Avenue
Anaheim, California 92807
Tel: (714) 238-2073
Fax: (714) 238-2049
Email: raffie.beroukhim@motorola.com

Motorola appreciates the opportunity to present this proposal, which will be valid through 07 October 2008, after which availability and prices are subject to change. Product purchase will be governed by the Motorola Product Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided and development will commence after SCSO and Motorola have signed the finalized Requirements Document. Prices are exclusive of any and all state, or local taxes, or other fees or levies. SCSO payments are due to Motorola within twenty days after receipt of invoice. No subsequent Purchase Order can override such terms. Nothing additional shall be binding upon Motorola unless a subsequent agreement is signed by both parties.

5 *Advantage* Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration.

Biometrics Support Features	Warranty Period	Post Warranty
Software Support M-F 8am-5pm Customer Local Time	Included in Warranty	Available for purchase
Unlimited Telephone Technical Support	√	√
Two Hour Telephone Response Time	√	√
Remote Dial-in Analysis	√	√
Motorola Software Standard Releases	√	√
Motorola Software Supplemental Releases	√	√
Automatic Call Escalation	√	√
Access to Motorola Biometrics Support secure website www.motorolabiocs.com	√	√
Software Customer Alert Bulletins	√	√
Hardware Support-Onsite M-F 8am-5pm Customer Local Time	Included in Warranty	Available for purchase
On-Site Response	24-hours	√
On-Site Corrective Maintenance	√	√
On-Site Parts Replacement	√	√
Preventative Maintenance	√	√
Escalation Support	√	√
Hardware Service Reporting	√	√
Hardware Customer Alert Bulletins	√	√
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Replacement Parts	√	√
Telephone Technical Support for Parts Replacement	√	√
Parts Customer Alert Bulletins	√	√
Software Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
One Hour Telephone Response	Optional	Optional
Hardware Uplifts		
Hours of Coverage Available up to 24 Hours Per Day, 7 Days/Week	Optional	Optional
Up to 4 Hours On-site Response	Optional	Optional

Exhibit "D"

SYSTEM ACCEPTANCE CERTIFICATE

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Seller and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed and all System or product documentation promised under the Agreement has been provided.
2. The System is accepted, except for any items listed on the attached punch list. The parties will promptly complete their respective punch list responsibilities according to a mutually agreed schedule.
3. By acknowledging the Final Acceptance of this contract the customer agrees to pay any remaining invoices to the seller on said contract.
4. Upon signed acceptance by the customer access to the Customer Support Center providing Call-in Support Service will be available at 1-800-734-6241 during the hours designated in Warranty Agreement purchased with your contract.

Customer Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Seller Representative:

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit "E"
Memorandum of Insurance



MOTOROLA

MEMORANDUM OF INSURANCE

PRODUCER

AON RISK SERVICES CENTRAL, INC.
AON CENTER
200 EAST RANDOLPH STREET
CHICAGO, ILLINOIS 60601

D/B/A Aon Risk Insurance Services of Illinois, CA License #0095623

THIS MEMORANDUM IS A MATTER OF INFORMATION ONLY. THIS MEMORANDUM DOES NOT AMEND, EXTEND OR ALTER THE COVERAGES AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY A LIBERTY MUTUAL FIRE INSURANCE COMPANY

COMPANY B LIBERTY INSURANCE CORPORATION

COMPANY C

COMPANY D

INSURED

MOTOROLA INC. AND ITS SUBSIDIARIES
1303 EAST ALGONGUIN ROAD
SCHAUMBURG, IL 60196

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY/)	LIMITS	
A	GENERAL LIABILITY -Commercial General Liability -Occurrence	TB2-641-005169-078	7/01/2008	7/01/2009	GENERAL AGGREGATE	\$5,000,000
					PRODUCTS - COMP/OP AGG	Included
					PERSONAL & ADV INJURY	\$5,000,000
					EACH OCCURENCE	\$5,000,000
					FIRE DAMAGE (any one fire)	\$250,000
					MED EXP (any one person)	\$10,000
A	AUTOMOBILE LIABILITY -Any Auto	AS2-641-005169-018 (Domestic Auto- All Sates)	7/01/2008	7/01/2009	COMBINED SINGLE LIMIT	\$5,000,000
					BODILY INJURY (per accident)	
					BODILY INJURY (per accident)	
					PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY (each accident)	
					OTHER THAN AUTO ONLY	
					EACH ACCIDENT	
					AGGREGATE	
	EXCESS LIABILITY				EACH OCCURENCE	
					AGGREGATE	
B B	WORKERS COMP & EMPLOYER'S LIABILITY	WA7-64D-005169-088 (Deductible) WC7-641-005169-098 (Retro)	7/01/2008	7/01/2009	<input checked="" type="checkbox"/> WC Statutory limits	
					EL EACH ACCIDENT	\$1,000,000
					EL DISEASE-POLICY LIMIT	\$1,000,000
					EL DISEASE - EA EMPLOYEE	\$1,000,000
	OTHER					

FOR INFORMATIONAL PURPOSES ONLY